

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

NATHAN COLOMBO, Individually and on  
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

YOUTUBE, LLC and GOOGLE LLC,

Defendants.

Case No. 3:22-cv-06987-JD

**[PROPOSED] FINAL JUDGMENT AND  
ORDER OF DISMISSAL WITH  
PREJUDICE**

Judge: Hon. James Donato

Ctrm: 11

Hearing Date: December 30, 2025

Time: 10:00 a.m.

1 This matter came before the Court for hearing pursuant to the Order of this Court, dated  
2 July 25, 2025, Doc. 117 (“Preliminary Approval Order”) on the application of the Parties for  
3 approval of the Settlement set forth in the Stipulation of Class Action Settlement dated May 21,  
4 2025 (the “Settlement Agreement”), previously filed as part of the Joint Declaration in Support of  
5 the Unopposed Motion for Preliminary Approval. ECF No. 113-1. Due and adequate notice having  
6 been given to the Settlement Class as required in the Preliminary Approval Order, the Court having  
7 considered all papers filed and proceedings held herein and otherwise being fully informed in the  
8 premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND  
9 DECREED that:

10 1. This Final Judgment incorporates by reference the definitions in the Settlement  
11 Agreement, and all terms used herein shall have the same meanings as set forth in the Settlement  
12 Agreement, unless otherwise stated herein.

13 2. This Court has jurisdiction over the subject matter of the Action and over all parties  
14 to the Action, including all members of the Settlement Class. This Court also has jurisdiction to  
15 approve the Settlement Agreement, including all exhibits thereto.

16 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby  
17 affirms its determination in the Preliminary Approval Order, which certified, for purposes of  
18 effectuating the Settlement, a Settlement Class defined as all residents of the State of Illinois who  
19 uploaded a video to YouTube, on which Face Blur was run at any time up to the date of the  
20 Preliminary Approval Order. Excluded from the Settlement Class are: (a) any Judge, Magistrate  
21 Judge, or mediator presiding over this Action and members of their families; (b) Defendants,  
22 Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which  
23 Defendants or its parents have a controlling interest and its current or former employees, officers,  
24 and directors; (c) persons who properly executed and filed a timely request for exclusion from the  
25 Settlement Class, a complete list of whom is provided as Exhibit A hereto; (d) persons whose  
26 claims in this matter have been finally adjudicated on the merits or otherwise released; (e)  
27 Plaintiff’s counsel and Defendants’ counsel; and (f) the legal representatives, successors, and  
28 assigns of any such excluded persons.

1           4.       With respect to the Settlement Class, this Court finds for the purposes of  
2 effectuating the Settlement that: (a) the members of the Settlement Class are so numerous that  
3 joinder of all Settlement Class Members in the Action is impracticable; (b) there are questions of  
4 law and fact common to the Settlement Class; (c) the claims of the Plaintiff are typical of the claims  
5 of the Settlement Class; (d) Plaintiff and Class Counsel have fairly and adequately represented and  
6 protected the interests of the Settlement Class Members; (e) the questions of law and fact common  
7 to the Settlement Class predominate over any questions affecting only individual members of the  
8 Settlement Class; and (f) a class action for settlement purposes is superior to other available  
9 methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of  
10 the members of the Settlement Class in individually controlling the prosecution of the separate  
11 actions; (ii) the extent and nature of any litigation concerning the controversy already commenced  
12 by members of the Settlement Class; and (iii) the desirability or undesirability of concentrating the  
13 litigation of these claims in this particular forum.

14           5.       Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court confirms  
15 that Plaintiff Nathan Colombo is appointed as the representative of the Settlement Class and Class  
16 Counsel is appointed as counsel to the Settlement Class representative and the Settlement Class in  
17 the Action.

18           6.       Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby  
19 approves the Settlement set forth in the Settlement Agreement and finds that:

20                   (a)     in light of the benefits to the Settlement Class and the complexity and  
21 expense of further litigation, the Settlement Agreement and the Settlement contained therein are,  
22 in all respects, fair, reasonable and adequate;

23                   (b)     there was no collusion in connection with the Settlement Agreement;

24                   (c)     Plaintiff and Class Counsel have adequately represented the Settlement  
25 Class;

26                   (d)     the Settlement Agreement was the product of informed, arm's-length  
27 negotiations among competent, able counsel;

1 (e) the relief provided for the Settlement Class is adequate, having taken into  
2 account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed  
3 method of distributing relief to the Settlement Class, including the method of processing  
4 Settlement Class Member's claims; (iii) the terms of any proposed award of attorneys' fees,  
5 including timing of payment; and (iv) any agreement required to be identified under Federal Rule  
6 of Civil Procedure 23(e)(3); and

7 (f) the record is sufficiently developed and complete to have enabled Plaintiff  
8 and Defendants to have adequately evaluated and considered their positions.

9 7. Accordingly, the Court authorizes and directs implementation and performance of  
10 all the terms and provisions of the Settlement Agreement, as well as the terms and provisions  
11 hereof. Except as to any individual claim of those persons who have validly and timely requested  
12 exclusion from the Settlement Class (all of whom are identified in Exhibit A hereto), the Action  
13 and all claims contained therein are dismissed with prejudice as to the Plaintiff, and the other  
14 Settlement Class Members and as against each and all of the Released Parties. The Parties are to  
15 bear their own costs except as otherwise provided in the Settlement Agreement.

16 8. Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed  
17 to have, and by operation of this Final Judgment shall have, fully, finally and forever, released,  
18 relinquished, and discharged, all Released Claims against the Released Parties, and each of them.  
19 Claims to enforce the terms of the Settlement Agreement are not released.

20 9. Upon the Effective Date, the Released Parties shall by operation of this Final  
21 Judgment have, fully, finally and forever released, relinquished, and discharged all claims against  
22 Plaintiff, the Settlement Class, and Class Counsel that arise out of or relate in any way to the  
23 commencement, prosecution, settlement, or resolution of the Action. Claims to enforce the terms  
24 of the Settlement Agreement are not released.

25 10. Upon entry of this Final Judgment, the Releasing Parties, and each of them, shall  
26 be barred from initiating, asserting, or prosecuting against the Released Parties any Released  
27 Claims. In the event any member of the Settlement Class attempts to prosecute an action in  
28 contravention of this Final Judgment and the Settlement Agreement, counsel for any of the Parties

1 may forward the Settlement Agreement and this Final Judgment to such Settlement Class Member  
2 and advise him or her of the releases provided pursuant to the Settlement Agreement. If so  
3 requested by Defendants or Defendants' Counsel, Class Counsel shall provide this notice.

4 11. The distribution of the Email Notice, Reminder Notice, and Claim Form, and  
5 publication of the Summary Notice as provided for in the Preliminary Approval Order, and  
6 additional notice efforts undertaken by the Settlement Administrator, constituted the best notice  
7 practicable under the circumstances, including individual notice to Settlement Class Members who  
8 could be identified through reasonable effort. The notice provided was the best notice practicable  
9 under the circumstances of those proceedings and of the matters set forth therein, including the  
10 proposed Settlement set forth in the Settlement Agreement, to all persons entitled to such notice,  
11 and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, due process,  
12 and any other applicable law. No Settlement Class Member is relieved from the terms of the  
13 Settlement, including the releases provided for therein, based upon the contention or proof that  
14 such Settlement Class Member failed to receive actual or adequate notice. A full opportunity has  
15 been offered to the Settlement Class Members to object to the proposed Settlement and to  
16 participate in the hearing thereon. The Court further finds that the notice provisions of the Class  
17 Action Fairness Act, 28 U.S.C. §1715, were fully discharged and that the statutory waiting period  
18 has elapsed. Thus, it is hereby determined that all members of the Settlement Class are bound by  
19 this Final Judgment.

20 12. Any order entered regarding Class Counsel's attorneys' fee and expense application  
21 shall in no way disturb or affect this Final Judgment and shall be considered separate from this  
22 Final Judgment. Any order or proceeding relating to Class Counsel's attorneys' fee and expense  
23 application, or any appeal from any order relating thereto or reversal or modification thereof, shall  
24 not affect or delay the finality of this Final Judgment in this Action.

25 13. Whether or not the Effective Date occurs or the Settlement Agreement is  
26 terminated, neither this Final Judgment, the Settlement Agreement nor the Settlement contained  
27 therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement  
28 Agreement or the Settlement:

1 (a) is, may be deemed, or shall be used, offered or received against the Released  
2 Parties, or each or any of them, as an admission, concession or evidence of, the validity of any  
3 Released Claims, the truth of any fact alleged by the Plaintiff, the deficiency of any defense that  
4 has been or could have been asserted in the Action, the violation of any law or statute, the  
5 reasonableness of the Settlement Amount or the Fee Award, or of any alleged wrongdoing,  
6 liability, negligence, or fault of the Released Parties, or any of them;

7 (b) is, may be deemed, or shall be used, offered or received against Defendants,  
8 as an admission, concession or evidence of any fault, misrepresentation or omission with respect  
9 to any statement or written document approved or made by the Released Parties, or any of them;

10 (c) is, may be deemed, or shall be used, offered or received against the Released  
11 Parties, or each or any of them, as an admission or concession with respect to any liability,  
12 negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or  
13 administrative proceeding in any court, administrative agency or other tribunal. However, the  
14 Settlement, the Settlement Agreement, and any acts performed and/or documents executed in  
15 furtherance of or pursuant to the Settlement Agreement and/or Settlement may be used in any  
16 proceedings as may be necessary to effectuate the provisions of the Settlement Agreement. Further,  
17 any of the Parties may file the Settlement Agreement and/or this Final Judgment in any action that  
18 may be brought against such Party or Parties in order to support a defense or counterclaim based  
19 on principles of res judicata, collateral estoppel, release, good faith settlement, Final Judgment bar  
20 or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or  
21 counterclaim;

22 (d) is, may be deemed, or shall be construed against Plaintiff, the Settlement  
23 Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any  
24 of them, as an admission or concession that the consideration to be given hereunder represents an  
25 amount equal to, less than or greater than that amount that could have or would have been  
26 recovered after trial; and

27 (e) is, may be deemed, or shall be construed as or received in evidence as an  
28 admission or concession against Plaintiff, the Settlement Class, the Releasing Parties, or each and  
[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

1 any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims  
2 are with or without merit or that damages recoverable in the Action would have exceeded or would  
3 have been less than any particular amount.

4 14. The Court finds that Defendants have satisfied their financial obligation under the  
5 Settlement Agreement by paying or causing to be paid \$6,022,500 to the Settlement Fund, in  
6 accordance with ¶3.1 of the Settlement Agreement.

7 15. Without affecting the finality of this Final Judgment in any way, this Court hereby  
8 retains continuing jurisdiction over: (a) implementation of the Settlement and any award or  
9 distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the  
10 Settlement Fund; (c) hearing and determining applications for attorneys' fees and expenses in the  
11 Action; and (d) all parties hereto for the purpose of construing, enforcing, and administering the  
12 Settlement.

13 16. The Court finds that during the course of the Action, the Settling Parties and their  
14 respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure  
15 11 in connection with the institution, prosecution, defense, and settlement of the Action.

16 17. In the event that the Settlement does not become effective in accordance with the  
17 terms of the Settlement Agreement, or the Effective Date does not occur, then this Final Judgment  
18 shall be vacated, *nun pro tunc*, and the Parties shall be returned to the *status quo ante* as if the  
19 Settlement Agreement had never been executed.

20 18. The Parties shall bear their own costs and expenses except as otherwise provided  
21 in the Settlement Agreement or in this Final Judgment.

22 19. Without further order of the Court, the Parties may agree to reasonable extensions  
23 of time to carry out any of the provisions of the Settlement Agreement.

24 20. The Court finds that there is no just reason for delay in entering this final judgment,  
25 and directs immediate entry of this Final Judgment by the Clerk of the Court.

26 21. The Court's orders entered during this Action relating to the confidentiality of  
27 information shall survive this Settlement.

1 IT IS SO ORDERED.

2  
3 DATED: \_\_\_\_\_

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4 HONORABLE JAMES DONATO  
5 UNITED STATES DISTRICT JUDGE  
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